



Michigan Public Safety Communications System
Michigan Department of Information Technology
4000 Collins Road
P.O. Box 30631

Lansing, Michigan 48909-8131

Phone: (517) 336-6240

Fax: (517) 336-6222

Web: www.michigan.gov/mpscs

MICHIGAN PUBLIC SAFETY COMMUNICATIONS SYSTEM (MPSCS) MEMBERSHIP AGREEMENT

This Membership Agreement ("Agreement") is entered into by and between _____
(the "Member"), whose address is _____
, and the State of Michigan, by the Michigan Department of Information Technology (the "DIT"),
whose address is, DIT Michigan Public Safety Communications System, 4000 Collins Road,
P.O. Box 30631, Lansing, Michigan 48909-8131.

I PURPOSE

Michigan Public Safety Communications System (MPSCS) is a multi-site dedicated public safety wireless communications system providing, among other things, 97% all-weather mobile coverage to its Members. Member benefits and services include, but are not limited to, an 800 MHz digital FM signal, multiple system redundancies with backup power, a wide range of talkgroups, auto affiliation and de-affiliation, electronic identification on all transmissions, 99% microwave system reliability, encryption availability, emergency alert availability, private calling availability, system security, radio interoperability, 24-hour a day system management, and Member radio use training.

II DEFINITIONS

- A. Membership Agreement** – means the agreement entered into between DIT and the Member. The agreement sets forth the MPSCS services provided to the Member and the terms and conditions under which the services are provided.
- B. Criminal Justice Information System (CJIS)** – includes the Law Enforcement Information Network (LEIN) and the Automated Fingerprint Identification System (AFIS). CJIS is governed by the CJIS Policy Council.
- C. DIT** - means the Michigan Department of Information Technology, which operates MPSCS on behalf of its Members.
- D. Emergency Alarm** – means a MPSCS feature, which when enabled, allows a Member to transmit an emergency alarm.
- E. Member** – means a public safety agency, including but not limited to a general government agency (local, state, or federal), its authorized employees, personnel (paid and/or volunteer), and its service provider, participating in and using MPSCS under a Membership Agreement.
- F. Michigan Public Safety Communications System (MPSCS)** – means the State-owned and operated statewide public radio communications network available to public safety agencies that become Members.
- G. MPSCS State Advisory Board** – means an advisory panel of participating Members, which makes recommendations and advises DIT on the orderly operation of MPSCS.
- H. MSP** – means the Michigan Department of State Police, which performs customer service functions on behalf of MPSCS Members in conjunction with DIT.
- I. Network Communications Center (NCC)** – means the operation and communications center, which manages the MPSCS system.

- J. Non-Proprietary Talkgroup** – means a talkgroup assigned to a multi-agency operation, such as a central dispatch. A non-proprietary talkgroup is not member-exclusive and is cooperatively shared by participating Members.
- K. Proprietary Talkgroup** – means an exclusive talkgroup assigned to just one particular Member.
- L. Radio** – means either a control station, consolette, mobile or portable radio, which has a unique identification number and is assigned to the MPSCS.
- M. Radio Programming Unit (RPU)** - means the DIT work unit responsible for assignment of identification numbers, template programming and reprogramming, all database (fleetmapping) maintenance, and assignment of talkgroups within MPSCS.
- N. State of Michigan** – means the owner of MPSCS.
- O. System Management** – means the responsibility residing in DIT as the MPSCS operator on behalf of all MPSCS Members to:
 1. assign radio use priorities;
 2. manage talkgroups to assure appropriate use of MPSCS;
 3. set standards for the selection and supervision of MPSCS personnel;
 4. enforce guidelines, procedures, and protocols governing the operation of radios on MPSCS;
 5. generate and use statistical data and reports concerning Members' talkgroups, call duration, call types, busy signals, and other data analyses and reports; and
 6. enforce termination of the Membership Agreement when a Member's conduct or action(s) cause systematic and/or continuous MPSCS operation problems.
- P. Talkgroup** – means a unique group of radio users that communicate with one another.
- Q. Template** – means the software programmed in a radio which controls the radio's functions and communication capabilities.

III. MPSCS COMMUNICATIONS SERVICES

- A. Needs Assessment** – The RPU will work with and prepare a Needs Assessment for the Member based on the Member's current and ongoing communication needs and priorities. Template programming by the RPU will commence once the Member approves the Needs Assessment, a Request for Communication Services is received by DIT, and the Member has paid its Activation Fee(s).
- B. Radio Programming and Support Services-** The RPU prepares the primary template for each radio. The RPU will correct any template programming error(s) attributable to the RPU. A Member may request one primary template change per Member per year at no additional charge. The RPU shall provide the Member with emergency or planned activation of special event talkgroups as requested by the Member at no additional charge.
- C. System Management** – DIT is responsible for the selection of MPSCS personnel, operation, upgrades and enhancements, management, maintenance of MPSCS, and the services provided under this Membership Agreement.
- D. Training** – A Member's employees and other personnel will receive formal MPSCS radio user training and if requested by the Member, "train the trainer" training as part of MPSCS ongoing operation responsibilities. Requests for training will be scheduled on a first come first serve basis, except for emergency requests, which will be processed on a priority basis. All training is scheduled through the DIT 800 MHz Training/9-1-1 Section, with classes being conducted by MSP Training Sergeants.
- E. NCC Services** - The NCC operates 24 hours, every day. The NCC, upon request of the Member, provides radio checks for unresponsive radios, inhibits lost or stolen radios, and provides communications troubleshooting. Service requests are received by the NCC via telephone at (517) 333-5050 or (888) 554-4622. The NCC maintains an activity log of all requests received by Members and except for emergencies, responds to the requests in the order they are received.

- F. MPSCS Mobile Radio Coverage** – MPSCS provides 97% tested mobile radio communication coverage to the Member subject to the Member’s compliance with DIT recommended optimal performance standards for equipment, antenna installation, and maintenance. If the Member detects possible MPSCS network infrastructure malfunctions or radio communication coverage loss below that provided in the Membership Agreement, the Member should first contact its service or maintenance provider for an evaluation of the problem. If the service provider determines the problem is not an equipment installation or maintenance problem, the Member should promptly notify the NCC. The NCC will promptly investigate and take appropriate corrective action to alleviate the coverage loss or network infrastructure malfunction, and report the corrective action to the Member.
- G. MPSCS Portable Radio Coverage** - Portable radio coverage is not guaranteed and will vary from location to location. The Member is encouraged to conduct its own portable radio communications coverage test to determine the expected coverage level in its geographic jurisdiction. The 800 MHz/9-1-1 Section will provide the staff and equipment necessary to assist the Member in conducting coverage testing.
- H. Emergency Alarm Availability**– If the Member possesses a 24-hour dispatch center capable of receiving control data associated with all its talkgroups and the Member can verify to DIT that it has the capacity to monitor and supervise the Emergency Alert feature, this feature is available to the Member at no additional charge. The Member needs to be aware that it must obtain, at the Member’s expense, a license to operate its Radio Control Manager (RCM) from its equipment vendor. Neither the NCC nor MSP Regional Dispatch Centers can serve as back up for monitoring Emergency Alerts if the Member chooses this feature.
- I. Private Calling Availability** – A Member may choose to avail itself of Private Calling. Private calling permits properly programmed mobile and portable radios in a talkgroup to enter into one-on-one conversations. Only the initiating and target radio(s) are able to communicate with each other. Private calling can tie-up MPSCS system resources. Consequently, a determination of the need and potential impact on the system will be made when the Needs Assessment is prepared for the Member.
- J. MPSCS Electronic and Infrastructure Maintenance** - MPSCS provides complete monitoring, inspection, and maintenance programs for all MPSCS tower sites and system infrastructure. Utilizing MP2, an enterprise asset management tool, MPSCS staff is able to systematically identify system service needs, failure trends, and spare parts inventory. MPSCS staff and its certified vendors provide high quality proactive system repair and maintenance, extending the life and performance of MPSCS for the direct benefit of all Members.
- K. MPSCS System Redundancy and Security** - MPSCS provides a system redundancy called fault tolerance. With fault tolerance, a single point failure will generally not result in negative system wide performance. Many redundant and backup systems within MPSCS virtually eliminate complete system failure. Several levels of survivability are available. In the case of a catastrophic event, the rest of the system will continue to function in a conventional radio communication manner.
- L. MPSCS Disaster Recovery Plan** –DIT maintains a Disaster Recovery Plan to cover MPSCS communications services. “Disaster” means any unplanned interruption of operations, which materially affects the ability of MPSCS to provide communication services to a Member. The Disaster Recovery Plan provides for an alternate source of electrical power for uninterrupted service, separate computer resources and back-up equipment, and inventory sufficient to provide communication services to its Members. The Disaster Recovery Plan also contains a protocol for determination or declaration of a Disaster and an escalation procedure for dealing with a Disaster, if one is declared.
- M. MPSCS Performance Standards and Monitoring** – MPSCS utilizes automated performance standards and automated diagnostics, which are monitored 24 hours a day, every day. System management is maintained at the NCC, MSP Regional Dispatch Centers, and zone controllers on a daily basis. MPSCS staff adhere to stringent quality standards of installation and maintenance through scheduled automated testing of all sites, monitoring of Member satisfaction on a regular basis, tracking of Member problems and service requests, monitoring of scheduled and unscheduled system downtime, oversight of system traffic performance, drive testing of entire system, collection and analysis of empirical data, and planned system upgrades and enhancements.

- N. **MPSCS Upgrades and Enhancements** – “Upgrades” are changes made to MPSCS to assure compliance or to improve upon previously existing features and operations of MPSCS. Upgrades are provided to all Members at no additional charge. “Enhancements” are modifications made to MPSCS services or systems that add functions or features not originally part of MPSCS or the services requested by the Member. Enhancements may necessitate an adjustment in all Members fees.

IV. MEMBERSHIP OBLIGATIONS

- A. **Activation and Member Fees** – The Member will pay a one-time Activation Fee of \$25.00 per radio and a Subscriber Fee of \$200.00 for each radio per year. Increases and/or decreases in Activation and Subscriber Fees may be made, at the discretion of DIT, following review and comment by the MPSCS State Advisory Board. 90-day advance written notice of all fee changes will be provided to all Members.
- B. **Invoicing and Payment** – The Activation Fee is payable upon approval of the Needs Assessment and submission of the Request for Communication Services. The Member Fee is payable 30 days from the invoice date. Invoices not paid within 90 days of the invoice date will be referred to the MPSCS State Advisory Board for review. After review of any outstanding invoices, the Board may make a recommendation to the DIT MPSCS Director to terminate services for non-payment of Member fees. Payment of all fees should be directed to Michigan Department of Information Technology, Michigan Public Safety Communications System, Support Services Section at the address shown in Section IX.
- C. **Member Radio Equipment** – The Member may only use MPSCS-approved radio equipment. A list of acceptable radio equipment is attached to the Membership Agreement. This list will be updated from time to time and will be made available to the Member.
- D. **Radio Maintenance and Repair** – The Member is responsible for proper maintenance and repair of its radio equipment. This assures that the Member’s radios are in optimal operating order and will not have an adverse impact on other Members’ use of MPSCS. The Member’s maintenance agreement with its service provider and the service provider’s credentials will need to be reviewed by DIT to assure the service provider understands and can comply with MPSCS standards, guidelines, and protocols and is “qualified” to service the Member’s radio equipment.
- E. **No Personal Business** – No personal business may be conducted on MPSCS by the Member, its employees, or authorized agents, including volunteers and the Member’s service provider.
- F. **Compliance with Federal and State Laws** – The Member will comply with all current and future Federal Communications Commission laws, rules, and regulations, and all Michigan Public Service Commission law, rules, and regulations, and Public Act 32 of 1986, as amended, as these relate to consolidated public safety dispatching.
- G. **Compliance with MPSCS Guidelines, Procedures, and Protocols** – The Member will comply with all MPSCS guidelines, procedures, and protocols governing the operation and use of MPSCS. The Member will comply with all advisories and/or recommendations of the MPSCS State Advisory Board, including but not limited to recommendations and advice on the collection of delinquent accounts and the termination of services due to such delinquencies. Copies of these recommendations and advisories shall be provided to the Member upon adoption by the MPSCS State Advisory Board. The Member will comply with all guidelines, procedures, and protocols established by the CJIS Policy Council.
- H. **System Management** – The Member will comply with DIT System Management in order to assure the safe and efficient operation of MPSCS for all Members.
- I. **Trained Personnel** - The Member will not permit any employee or other personnel, including volunteers, to use MPSCS until such individual(s) have received MPSCS radio user training.
- J. **Member Liaison Officer** - The Member will appoint one of its employees to serve as its Liaison Officer. The Liaison Officer will be responsible for authorization of template modifications, coordination of new radios onto MPSCS, providing fleetmapping data to the RPU for record keeping purposes, identifying Member personnel authorized access to LEIN and AFIS, providing after hour emergency telephone numbers, and attending Member group meetings and MPSCS Advisory Board meetings necessary for the safe and efficient operation of MPSCS.

- K. Corrective Action** – In order to protect the integrity, security, safety, and efficient operation of MPSCS for all its Members, the Member will take appropriate corrective action against any of its employees who violate MPSCS guidelines, procedures, or protocols including those set out in this Membership Agreement.
- L. Abuse of Member Privileges** – Repeated violation of MPSCS guidelines, procedures, protocols, or violation of the Membership Agreement may result in termination of the Membership Agreement subject to the review and recommendation of the MPSCS State Advisory Board to the DIT MPSCS Director. A decision by the MPSCS Director is final and non-appealable.

V. RELATIONSHIP MANAGEMENT/DISPUTE RESOLUTION

- A. Relationship Manager** – Each party to this Membership Agreement will designate a member of its senior management staff who will be personally involved in the operational aspects of the relationship between DIT and the Member. The relationship managers will meet regularly to discuss relationship strategies affecting both parties, summarize current activities, performance results, service requests, error corrections, dispute resolutions, as well as planned activities. These meetings will follow a pre-defined agenda focusing on performance of MPSCS for the Member.
- B. Dispute Resolution** – If any issue of MPSCS non-performance arises under this Agreement, the parties agree to resolve the issue at the lowest management level of each party. In the event the issue remains unresolved, the parties agree to immediately escalate the issue to the Relationship Managers for their consideration. The Relationship Managers will consider the details of the non-performance issue, assess whether there have been past issues of non-performance, determine how long the non-performance has been continuing, determine the seriousness of the non-performance, and negotiate, in good faith, a mutually agreeable solution. In the event the Relationship Managers cannot agree on a solution, the non-performance issue shall be directed to the DIT MPSCS Director who will consult with and seek advice from the MPSCS State Advisory Board on resolution of the non-performance issue. During the dispute resolution process the Member shall continue to pay membership fees. A decision by the MPSCS Director is final and non-appealable.

VI. MPSCS STATE ADVISORY BOARD

An Advisory Board comprised of 15 Members acts as an advisory panel to DIT. The MPSCS State Advisory Board is charged with responsibility for review and recommendations regarding Member fees including non-payment of fees, future MPSCS system features and enhancements, review and advice on customer service complaints, non-performance issues and potential Member termination because of abuse of Member privileges and/or non-payment of Member fees.

VII. DURATION, CANCELLATION & TERMINATION OF MEMBERSHIP

Membership in the MPSCS will remain in effect until canceled or terminated by either party upon 90 days written notice to either party. Subject to review and recommendation by the MPSCS State Advisory Board to the DIT MPSCS Director, the Membership Agreement may be terminated by DIT for violation(s) of the terms and conditions of the Membership Agreement upon 30 days written notice to the Member. A decision of the MPSCS Director is non-appealable.

VIII. TERMINATION ASSISTANCE

If this Membership Agreement is canceled or terminated for any reason, DIT will provide all reasonable assistance requested by the Member to allow for the orderly transfer of services to the Member or its designee for up to six (6) additional months at no additional cost to the Member. If termination services are not needed by the Member, DIT will make a pro rata rebate of Member fees for the current year.

IX. MISCELLANEOUS

- A. Waiver** – The failure of a party to insist upon strict adherence to any term of this Agreement shall not be considered a waiver or deprive the party of the right thereafter to insist upon the strict adherence to that term of the Agreement.
- B. Modification** – This Agreement may not be modified, amended, extended, or augmented, except by written amendment signed by both the parties.
- C. Governing Law** – This Agreement shall be governed by, and construed in accordance with the laws of the State of Michigan.
- D. Headings** – The headings given to the sections and paragraphs of this Agreement are inserted only for convenience and are in no way to be construed as part of this Agreement or as a limitation of the scope of the particular sections or paragraphs to which the heading refers.
- E. Independent Contractor Relationship** – The relationship between the DIT and the Member is that of an independent contractor and client. No agent, employee, or servant of DIT shall be deemed to be an employee, agent, or servant of the Member. The Member will be solely and entirely responsible for its acts and the acts of its agents, employees, servants, subcontractors, and volunteers during the performance of this Agreement.

X. NOTICES

All notices given under this Membership Agreement, except for emergency service requests, will be made in writing. All notices will be sent to the parties as follows:

MEMBER:

Phone: _____
Fax: _____
Number of Radios Purchased: _____

DIT:

MPSCS
Michigan Department of Information Technology
4000 Collins Road
P.O. Box 30631
Lansing, MI 48909-8131
Attention: _____

Either party may change their addresses, which change will be effective seven (7) days after notice of such change is given.

This Agreement shall become effective as of the date of the last signature.

MEMBER:

By: _____
Its: _____
Dated: _____

(Execution of this Agreement by the Member may only be made by a duly authorized representative of the local unit of government. Authorization to execute binding agreements is usually given by resolution adopted by the legislative body of the local unit of government and is typically given to such offices as the Chair of the County Board, Mayor, Township Supervisor, etc.)

MICHIGAN DEPARTMENT OF INFORMATION TECHNOLOGY

By: _____
Robert C. Tarrant
Its: Director
MPSCS

Dated: _____